



Companies House

MR01(ef)

Registration of a Charge

Company Name: **BAINBOROUGH HOLDINGS LIMITED**

Company Number: **10223380**



Received for filing in Electronic Format on the: **25/05/2023**

XC4A0T0A

Details of Charge

Date of creation: **24/05/2023**

Charge code: **1022 3380 0001**

Persons entitled: **COUTTS & COMPANY**

Brief description: **FLAT 5 ALEXANDRA COURT ALEXANDRA ROAD HEMEL HEMPSTEAD
HP2 5XG**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED
AS PART OF THIS APPLICATION FOR REGISTRATION IS A
CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **GEPP SOLICITORS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10223380

Charge code: 1022 3380 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th May 2023 and created by BAINBOROUGH HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th May 2023 .

Given at Companies House, Cardiff on 1st June 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

IN THE CENTRAL LONDON COUNTY COURT

CLAIM NO: K80CL574



Business and Property Work
~~BETWEEN:~~ In the matter of Bainborough Holdings Limited
AND in the matter of the Companies Act 2006
Between

BAINBOROUGH HOLDINGS LIMITED

Claimant

v.

THE REGISTRAR OF COMPANIES HOUSE

Defendant



DRAFT ORDER



Before District Judge Hart
UPON reading the Claim Form dated 3 July 2023 and the evidence



AND UPON HEARING from the Claimant's Solicitor the court granting relief under
S. 859N and (17)(a) of the Companies Act 2006
IT IS ORDERED that:-

1. The Charges dated 24th and 31st May 2023 currently registered at Companies House be removed and replaced with the redacted Charges copies of which are attached.
2. There will be no Order as to costs.
3. This order shall be served by the Claimant on the Defendant.



4. The hearing on 7 December 2023 is vacated.
Dated: 17 August 2023
Service of the Order

The court has provided a sealed copy of this order to the serving party: Gepp & Sons Solicitors LLP
(solicitors for the Claimant) at 5 Springfield Lyons Approach Chelmsford CM2 5LB (reference
JRE/117660.99)

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE BANK IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED. IN THE CASE OF REGISTERED LAND THIS DOCUMENT AND ANY PRIORITY AGREEMENT WITH ANY OTHER LENDER WILL BE PUBLIC DOCUMENTS.

Date: 24th May 2023

Definitions

Mortgagor:	Bainborough Holdings Limited (Company No. 10223380) whose registered office is situate at C/O Gibsons Chartered Accountants Foresters Hall 25-27 Westow Street London SE19 3RY
Bank:	Courts & Company (Company No. 36693) whose registered office is situate at 440 Strand London WC2R 0QS
Interest:	Interest at the rate(s) charged to the Mortgagor by the Bank from time to time
Property:	Administrative Area
	Description: Flat 5, Alexandra Court, Alexandra Road, Hemel, Hemstead HP2 5XG
	Tenure: Leasehold
	Land Registry Title No(s): MD 284907
Charged Assets:	The assets charged by Clause 1.2
Goodwill:	The present and future goodwill of any business carried on at the Property by or on behalf of the Mortgagor
Mortgagor's Obligations:	All the Mortgagor's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission interest and Expenses
Expenses:	All expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property the Charged Assets the Goodwill or the Mortgagor's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with interest from the date they are incurred
Required Currency:	The currency or currencies in which the Mortgagor's Obligations are expressed from time to time

Charge

- 1 The Mortgagor covenants to discharge on demand the Mortgagor's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Bank:-
 - 1.1 By way of legal mortgage of all legal interests and otherwise by way of fixed charge the Property (to the full extent of the Mortgagor's interest in the Property or its proceeds of sale)
 - 1.2 By way of fixed charge:-

5.2 If the Mortgagor is an individual the Mortgagor grants to such Receiver an irrevocable licence and power to use in connection with any business carried on at the Property all property of the Mortgagor at the Property when the Receiver is appointed and to remove store sell and/or dispose of any such property. The Receiver will account to the Bank for the proceeds of any sale of such property after deducting all costs and expenses incurred in the sale and that amount shall be a debt due from the Bank to the Mortgagor

5.3 A Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925

Power of Attorney

6 The Mortgagor irrevocably appoints the Bank and any Receiver severally to be the Attorney of the Mortgagor (with full power of substitution and delegation) in the Mortgagor's name and on the Mortgagor's behalf and as the Mortgagor's att and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Bank or any Receiver pursuant to this deed or the exercise of any of their powers

Appropriation

7.1 Subject to Clause 7.2 the Bank may appropriate all payments received for the account of the Mortgagor in reduction of any part of the Mortgagor's Obligations as the Bank decides

7.2 The Bank may open a new account or accounts upon the Bank receiving actual or constructive notice of any charge or interest affecting the Property the Charged Assets or the Goodwill. Whether or not the Bank opens any such account no payment received by the Bank after receiving such notice shall (if followed by any payment out of or debt to the relevant account) be appropriated towards or have the effect of discharging any part of the Mortgagor's Obligations outstanding at the time of receiving such notice

Preservation of other Security and Rights and Further Assurance

8.1 This deed is in addition to any other security present or future held by the Bank for the Mortgagor's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Bank

8.2 The Mortgagor will at the Mortgagor's own cost at the Bank's request execute any deed or document and take any action required by the Bank to perfect this security or further to secure the Mortgagor's Obligations on the Property the Charged Assets and the Goodwill

Memorandum and Articles of Association

9 If the Mortgagor is a company the Mortgagor certifies that this deed does not contravene the Mortgagor's Memorandum and Articles of Association

Notices

10.1 Any notice or demand by the Bank may be sent by post or fax or delivered to the Mortgagor at the Mortgagor's address last known to the Bank or if the Mortgagor is

10.1.1 A company may be served personally on any of its directors or its secretary

10.1.2 A limited liability partnership may be served personally on any of its members

10.2 A notice or demand by the Bank by post shall be deemed served on the day after posting

10.3 A notice or demand by the Bank by fax shall be deemed served at the time of sending

Governing Law

11 This deed shall be governed by and construed in accordance with English law

Interpretation

- 12.1 The expressions "Mortgagor" and "Bank" where the context admits include their respective successors in title and assigns
- 12.2 If two or more persons are included in the expression "Mortgagor" then the use in this deed of the word "Mortgagor" shall be deemed to refer to such persons both together and separately and the Mortgagor's Obligations shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Bank of the other or others of them
- 12.3 References to the "Property" and the "Charged Assets" include any part of it or them and the "Property" includes all covenants and rights affecting or concerning the same. The "Property" also includes any share from time to time held by the Mortgagor in any landlord or management company of the Property
- 12.4 Interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Bank may select
- 12.5 Each of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected

In Witness of which this deed has been duly executed

Executed as a deed by Bainborough Holdings Limited
acting by a director in the presence of

Signature of Director

Witness' name in full Joanna Morfe

Signature

Address

Occupation

GEPP & SONS SOLICITORS LLP

5 SPRINGFIELD LYONS APPROACH

CHELMSFORD

CM2 5LR

6 LAND Co Com Direct
Company Resolution re Legal Charge

Extract from the Minutes of ^aa Meeting of the Directors / an Extraordinary General Meeting of

Bainborough Holdings Limited (the "Company")

"After due consideration of all the circumstances and on being satisfied that it is for the benefit of the Company and in the interests of the Company for the purpose of carrying on its business to create a Legal Charge in the form now produced (the "Legal Charge") to secure all the liabilities of the Company to Courts & Company

It was resolved that the Legal Charge be executed as a deed by the Company and that it be duly registered in the books of the Company and with the Registrar of Companies."

I hereby certify that the foregoing is a true extract from the Minutes of ^aa Meeting of the Directors / an Extraordinary General Meeting of the Company at which (all appropriate interests having been declared) a quorum entitled to vote was present duly held on the 14th day of May 2023, and that a true copy of the Legal Charge has been retained by the Company.

Secretary

For Secretary's attention

Please ensure that you delete (in both places marked ^aa) reference to whichever of the Directors Meeting or General Meeting is not applicable. If any Director(s) is(are) interested in the underlying transaction resulting in that(those) Director(s) being unable to vote and a quorate Meeting of the Directors cannot otherwise be held an Extraordinary General Meeting is required.